

EXHIBIT “A”

Marc L. Simon, Esquire ♦
Michelle Skalsky-Simon, Esquire (Retired)
Joshua A. Rosen, Esquire ~
Matthew J. Zamites, Esquire ~
Brian F. George, Esquire ♦♦
Michael K. Simon, Esquire ~
Mary G. McCarthy, Esquire ~
Joshua D. Baer, Esquire ~
Amanda Nese, Esquire ~
Ashley Henkle, Esquire ~
Brittany Sturges, Esquire ~
Daniel Ward, Esquire ♦
Carleigh Baldwin, Esquire++
Roman Galas, Esquire ♦
Ryan Flaherty, Esquire ~
Brandon Keller, Esquire~
Sarkis Dramgotchian, Esquire~



Kane Daly, Esquire ~
Anthony Canale, Esquire ♦
Kelly Peterson, Esquire ♦
Harry Gosneer, Esquire ♦
Christopher Green, Esquire ♦
Adam Holtman, Esquire++
Andrew Baron, Esquire~
Charles Williams, Esquire ♦
Christopher Burruso, Esquire ♦
Jessica Thimons, Esquire ~
Sam Reznuk, Esquire ~
Christopher Davis, Esquire++

RECEIVED

JAN 19 2023

AMAZON.COM, INC.
LEGAL DEPARTMENT

marcsimon@gosimon.com
www.gosimon.com

~ Licensed in PA
♦ Licensed to practice in PA & NJ
♦♦ Licensed to practice in PA & MA
♦♦♦ Licensed to practice in PA & NY
♦♦♦♦ Licensed to practice in PA, NJ & NY
□ Licensed to practice in PA & OH
+ Licensed to practice in NJ
++ Licensed to practice in MA
+++ Licensed to practice in NY
++++ Licensed to practice in NJ & NY

January 10, 2023

Via Special Process Server
Amazon Logistics, Inc.
410 Terry Ave North,
Seattle, WA 98144

RE: Lawsuit Filed Against You

Dear Sir/Madam:

Please find enclosed a Complaint and Discovery Requests. Please turn this matter over to your insurance carrier.

Very truly yours,

SIMON & SIMON, PC

/s

Marc Simon

ADDITIONAL OFFICES

PHILADELPHIA | 12 Logan Square | Suite 300 | Philadelphia, PA 19103 | Tel: (215) 467-4666
NEW JERSEY | 1401 Market Street | PO Box 807 | Camden, NJ 08101 | Tel: (856) 457-6393
PITTSBURGH | 500 Grant Street | Suite 2900 | Pittsburgh, PA 15219 | Tel: (412) 360-7257
ERIE | 1001 State Street | Suite 1400 | Erie, PA 16501 | Tel: (814) 240-5190
BOSTON | 114 State Street | 4th Floor | Boston, MA 02109 | Tel: (857) 233-0559
NEW YORK | 5 Penn Plaza | 19th Floor | Manhattan, NY 10001 | Tel: (212) 235-1060
CINCINNATI | PNC Center | 201 E. Fifth Street | Suite 1900 | Cincinnati OH 45202 | Tel: (513) 898-0930
COLUMBUS | Galleria at PNC Plaza | 20 S. Third Street | Suite 210 | Columbus, OH 43215 | Tel: (614) 754-6602
CLEVELAND | 600 Superior Ave. East | Fifth Third Building, Suite 1300 | Cleveland, OH 44114 | Tel: (216) 201-9307
YOUNGSTOWN | 11 Central Square West | Youngstown, OH 44503 | Tel: (330) 259-1486

THIS IS NOT AN ARBITRATION COMPLAINT.
 AN ASSESSMENT OF DAMAGES HEARING
 IS REQUIRED

05 JAN 2023 11:16 pm

C. PERRY

SIMON & SIMON, P.C.

BY: Marc I. Simon, Esquire
 Joshua A. Rosen, Esquire
 Matthew J. Zamites, Esquire
 Brian F. George, Esquire
 Andrew Baron, Esquire
 Joshua Baer, Esquire
 Michael K. Simon, Esquire
 Sam Reznik, Esquire
 Mary G. McCarthy, Esquire
 Harry Gosnear, Esquire
 Daniel Ward, Esquire
 Christopher Green, Esquire

Kane Daly, Esquire
 Brittany Sturges, Esquire
 Matthew Dobson, Esquire
 Kelly Peterson, Esquire
 Roman Galas, Esquire
 Christopher Burruezo, Esquire
 Anthony Canale, Esquire
 Sam Gangemi, Esquire
 Blaise Richards, Esquire
 Abigail Boyd, Esquire
 Ari Sliffman, Esquire

Attorney ID No.'s:
 201798

Attorneys for Plaintiff

18 Campus Blvd., Suite 100
 Newtown Square, PA 19073
 (215-467-4666)

Donte Blocker	:	IN THE COURT OF COMMON PLEAS
173 W 65th Ave	:	PHILADELPHIA COUNTY
Philadelphia, PA 19120	:	
Plaintiff	:	January Term 2023
v.	:	
Amazon.com Inc., d/b/a Amazon Flex	:	
410 Terry Ave North,	:	
Seattle, WA 98144	:	
And	:	
Amazon.com Services LLC	:	
FKA Amazon Fulfillment Services, Inc.	:	
410 Terry Ave North,	:	
Seattle, WA 98144	:	
And	:	
Amazon Logistics, Inc.	:	
410 Terry Ave North,	:	
Seattle, WA 98144	:	
Defendants	:	

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by Ms. Olson. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL AND
INFORMATION SERVICE
One Reading Center
Philadelphia Pennsylvania 19107
Telephone: (215) 238-6300**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**ASOCIACIÓN DE LICENCIADOS DE
FILADELFIA
SERVICIO DE REFERENCIA E
INFORMACIÓN LEGAL
One Reading Center
Filadelfia, Pennsylvania 19107
Teléfono: (215) 238-6300**

COMPLAINT

1. Plaintiff, Donte Blocker, is a resident of the Commonwealth of Pennsylvania, residing at the address listed in the caption of this Complaint.
2. Defendant, Amazon.com Inc., d/b/a Amazon Flex, is a business entity registered to do business in the Commonwealth of Pennsylvania, with a business address listed in the caption of this Complaint.
3. Defendant, Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc., is a business entity registered to do business in the Commonwealth of Pennsylvania, with a business address listed in the caption of this Complaint.
4. Defendant, Amazon Logistics, Inc., is a business entity registered to do business in the Commonwealth of Pennsylvania, with a business address listed in the caption of this Complaint.
5. On or about November 27, 2021, at or about 5:00AM, Plaintiff, Donte Blocker, was the operator of a motor vehicle traveling at or near the intersection of Frankford Avenue and Clementine Street in Philadelphia, PA 19134.
6. At or about the same date and time, a truck which was owned, rented, leased, and/or otherwise under the control of and entrusted to the driver by the aforementioned Defendants, was traveling at or near the aforesaid intersection and/or location of Plaintiffs' vehicle.
7. Upon information and belief, the Subject Truck bore the logo and business name of the Defendants, and was being used for the business purpose(s) of the Defendants.
8. At or about the same date and time, the Subject Truck was traveling at or near the Plaintiff's vehicle when he/she suddenly, and without warning, crashed into the

Plaintiff's vehicle.

9. At all times relevant hereto, including the time of the subject motor vehicle collision, the driver of the truck was an agent, employee, and/or servant of the Defendants, and was operating the Subject Truck in the course and scope of his/her agency and/or employment with the Defendants.
10. Upon information and belief, in proceeding to crash into the strike of Plaintiff's vehicle, the Subject Truck failed to maintain an assured clear distance from vehicles ahead, failed to pay adequate attention to his/her surroundings ahead, failed to ensure traffic ahead was clear, was in a hurry, and/or was simply fatigued and/or distracted.
11. The collective and individual acts, omissions, and failures detailed above and further below on the part of the Defendants were careless and negligent.
12. The subject motor vehicle collision was proximately caused by the carelessness, and/or negligence of the Defendants and not the result of any action or failure to act by Plaintiff.
13. As a direct and proximate result of the joint and/or several and/or direct or vicarious negligence and/or carelessness of the Defendants, Plaintiff has sustained serious permanent personal injuries and damages, including left shoulder, neck, right wrist, back.

COUNT I

Donte Blocker v. Amazon.com Inc., d/b/a Amazon Flex Negligent Hiring, Retention, Training, Supervision, and Entrustment

14. Plaintiff incorporates the foregoing paragraphs of this Complaint as if set forth fully at length herein.
15. The carelessness and/or negligence of Defendant Amazon.com Inc., d/b/a Amazon

Flex, which was the proximate cause of the aforesaid motor vehicle collision and the resultant injuries and damages sustained by Plaintiff, included the following actions/inactions:

- a. Hiring, retaining, and permitting the driver to operate the Subject Truck without first properly and adequately qualifying him/her consistent with industry custom and applicable regulations;
- b. Hiring, retaining, and permitting the driver to operate the Subject Truck without first conducting a proper and adequate background check to ascertain whether or not he/she was competent and fit to properly and safely operate a commercial truck;
- c. Failing to provide proper, adequate, ongoing and/or remedial training to the driver consistent with industry custom and applicable regulations, including safe and defensive driving training in general and specific to paying proper attention to his/her surroundings and avoiding in-vehicle distractions;
- d. Failing to take proper and adequate measures to prevent the driver from endangering the motoring public, specifically including Plaintiff, by: failing to pay proper attention to his/her surroundings while driving; driving while distracted and/or fatigued; and/or rushing and/or hurrying;
- e. Retaining and permitting the driver to operate the Subject Truck when Defendant Amazon.com Inc., d/b/a Amazon Flex knew or, in the exercise of due care and diligence, should have known by and through his prior unsafe and/or substandard driving conduct during his/her tenure as agent/employee of Defendant Amazon.com Inc., d/b/a Amazon Flex that the driver was incompetent and/or unfit to drive a commercial truck, capable of committing and likely to commit actions and inactions like those set forth above that would harm the motoring public;
- f. Failing to properly and adequately train, monitor and/or supervise the driver to ensure he/she would adhere to proper safe and defensive driving practices custom to the industry and/or required by the Pennsylvania Motor Vehicle Code, and/or applicable regulations;
- g. Failing to properly and adequately train, monitor, and/or supervise the driver to ensure he/she could manage collision-free encounters with the motoring public, specifically including Plaintiff;
- h. Unreasonably setting and assigning the driver a route that was too tight/aggressive for him/her to perform without hurrying and/or rushing to complete said route;
- i. Allowing and/or directing the driver to operate the Subject Truck while he/she was fatigued; and

- j. Failing to warn the motoring public, including Plaintiff, that the driver knew or in the existence of due care and diligence should have known, that plaintiff would be exposed to Defendant Valentin-Figueroa's negligent, and/or careless operation of the commercial truck.

16. As a direct and proximate result of the negligent, and/or careless conduct of Defendant Amazon.com Inc., d/b/a Amazon Flex, described above, Plaintiff suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions and others ills and injuries including left shoulder, neck, right wrist, back, all to Plaintiff's great loss and detriment.

17. As a direct and proximate result of these injuries, all of which are permanent in nature and all of which are to Plaintiff's great financial detriment and loss, Plaintiff has in the past suffered and is presently suffering great anguish, sickness and agony, and will continue to so suffer for an indefinite time into the future.

18. As an additional result of the carelessness, and/or negligence of Defendant Amazon.com Inc., d/b/a Amazon Flex, along with the physical injuries suffered, Plaintiff suffered and is presently suffering emotional injuries, and will continue to so suffer for an indefinite time into the future.

19. As a direct result of the carelessness and/or negligence of Defendant Amazon.com Inc., d/b/a Amazon Flex, Plaintiff suffered damage to his personal property, including the motor vehicle he/she was operating at the time of the subject left-turn crash, and related expenses including but not limited to storage fees and towing, all to Plaintiff's great loss and detriment.

20. As a further result of Plaintiff's injuries, he/she has in the past suffered, is presently suffering, and may in the future suffer a great loss of earnings and/or earning

capacity, all to Plaintiff's further loss and detriment.

21. Furthermore, the above-described conduct was outrageous, malicious, and exhibited a willful and wanton disregard for the safety of the motoring public, including Plaintiff, and as a result, Plaintiff is entitled to and seeks herein punitive damages from Defendant Amazon.com Inc., d/b/a Amazon Flex.
22. Finally, in addition to all the injuries and losses suffered by Plaintiff, Plaintiff has incurred or will incur medical, rehabilitative and other related expenses in an amount equal to or in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S. Section 1701 *et. seq.*, as amended, for which he makes a claim for payment in the present action.
23. WHEREFORE, Plaintiff prays for judgment in his/her favor and against Defendant in an amount in excess of Seventy-Five (\$75,000.00) Dollars, plus punitive damages, plus all costs and other relief this court deems just.

COUNT II

**Donte Blocker v. Amazon.com Inc., d/b/a Amazon Flex
Respondent Superior**

24. Plaintiff incorporates the foregoing paragraphs of this Complaint as if fully set forth at length herein.
25. The negligence, carelessness, and/or malicious conduct on the part of the driver occurred while he driver was acting at all relevant times within the course and scope of his/her agency and/or employment with Amazon.com Inc., d/b/a Amazon Flex, and was the direct and proximate cause of the above-described motor vehicle collision and proximately resulting injuries and damages sustained by Plaintiff.
26. As such, Defendant Amazon.com Inc., d/b/a Amazon Flex is vicariously liable

under the doctrine of respondeat superior result for the negligence and/or careless conduct of the driver in causing the above-described motor vehicle collision and proximately resulting injuries and damages sustained by Plaintiff.

WHEREFORE, Plaintiff prays for judgment in his/her favor and against Defendant in an amount in excess of Seventy-Five (\$75,000.00) Dollars, plus punitive damages, plus all costs and other relief this court deems just.

COUNT III

**Donte Blocker v. Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc.
Negligent Hiring, Retention, Training, Supervision, and Entrustment**

27. Plaintiff incorporates the foregoing paragraphs of this Complaint as if set forth fully at length herein.

28. The carelessness and/or negligence of Defendant Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc., which was the proximate cause of the aforesaid motor vehicle collision and the resultant injuries and damages sustained by Plaintiff, included the following actions/inactions:

- a. Hiring, retaining, and permitting the driver to operate the Subject Truck without first properly and adequately qualifying him/her consistent with industry custom and applicable regulations;
- b. Hiring, retaining, and permitting the driver to operate the Subject Truck without first conducting a proper and adequate background check to ascertain whether or not he/she was competent and fit to properly and safely operate a commercial truck;
- c. Failing to provide proper, adequate, ongoing and/or remedial training to the driver consistent with industry custom and applicable regulations, including safe and defensive driving training in general and specific to paying proper attention to his/her surroundings and avoiding in-vehicle distractions;
- d. Failing to take proper and adequate measures to prevent the driver from endangering the motoring public, specifically including Plaintiff, by: failing to pay proper attention to his/her surroundings while driving; driving while distracted and/or fatigued; and/or rushing and/or hurrying;
- e. Retaining and permitting the driver to operate the Subject Truck when Defendant

Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc. knew or, in the exercise of due care and diligence, should have known by and through his prior unsafe and/or substandard driving conduct during his/her tenure as agent/employee of Defendant Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc. that the driver was incompetent and/or unfit to drive a commercial truck, capable of committing and likely to commit actions and inactions like those set forth above that would harm the motoring public;

- f. Failing to properly and adequately train, monitor and/or supervise the driver to ensure he/she would adhere to proper safe and defensive driving practices custom to the industry and/or required by the Pennsylvania Motor Vehicle Code, and/or applicable regulations;
- g. Failing to properly and adequately train, monitor, and/or supervise the driver to ensure he/she could manage collision-free encounters with the motoring public, specifically including Plaintiff;
- h. Unreasonably setting and assigning the driver a route that was too tight/aggressive for him/her to perform without hurrying and/or rushing to complete said route;
- i. Allowing and/or directing the driver to operate the Subject Truck while he/she was fatigued; and
- j. Failing to warn the motoring public, including Plaintiff, that the driver knew or in the existence of due care and diligence should have known, that plaintiff would be exposed to Defendant Valentin-Figueroa's negligent, and/or careless operation of the commercial truck.

29. As a direct and proximate result of the negligent, and/or careless conduct of Defendant Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc., described above, Plaintiff suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions and others ills and injuries including left shoulder, neck, right wrist, back, all to Plaintiff's great loss and detriment.

30. As a direct and proximate result of these injuries, all of which are permanent in nature and all of which are to Plaintiff's great financial detriment and loss, Plaintiff has in the past suffered and is presently suffering great anguish, sickness and agony, and will continue to so suffer for an indefinite time into the future.

31. As an additional result of the carelessness, and/or negligence of Defendant Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc., along with the physical injuries suffered, Plaintiff suffered and is presently suffering emotional injuries, and will continue to so suffer for an indefinite time into the future.
32. As a direct result of the carelessness and/or negligence of Defendant Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc., Plaintiff suffered damage to his personal property, including the motor vehicle he/she was operating at the time of the subject left-turn crash, and related expenses including but not limited to storage fees and towing, all to Plaintiff's great loss and detriment.
33. As a further result of Plaintiff's injuries, he/she has in the past suffered, is presently suffering, and may in the future suffer a great loss of earnings and/or earning capacity, all to Plaintiff's further loss and detriment.
34. Furthermore, the above-described conduct was outrageous, malicious, and exhibited a willful and wanton disregard for the safety of the motoring public, including Plaintiff, and as a result, Plaintiff is entitled to and seeks herein punitive damages from Defendant Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc..
35. Finally, in addition to all the injuries and losses suffered by Plaintiff, Plaintiff has incurred or will incur medical, rehabilitative and other related expenses in an amount equal to or in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S. Section 1701 *et. seq.*, as amended, for which he makes a claim for payment in the present action.
36. WHEREFORE, Plaintiff prays for judgment in his/her favor and against Defendant

in an amount in excess of Seventy-Five (\$75,000.00) Dollars, plus punitive damages, plus all costs and other relief this court deems just.

COUNT IV

**Donte Blocker v. Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc.
Respondeat Superior**

37. Plaintiff incorporates the foregoing paragraphs of this Complaint as if fully set forth at length herein.

38. The negligence, carelessness, and/or malicious conduct on the part of the driver occurred while he driver was acting at all relevant times within the course and scope of his/her agency and/or employment with Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc., and was the direct and proximate cause of the above-described motor vehicle collision and proximately resulting injuries and damages sustained by Plaintiff.

39. As such, Defendant Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc. is vicariously liable under the doctrine of respondeat superior result for the negligence and/or careless conduct of the driver in causing the above-described motor vehicle collision and proximately resulting injuries and damages sustained by Plaintiff.

WHEREFORE, Plaintiff prays for judgment in his/her favor and against Defendant in an amount in excess of Seventy-Five (\$75,000.00) Dollars, plus punitive damages, plus all costs and other relief this court deems just.

COUNT V

**Donte Blocker v. Amazon Logistics, Inc.
Negligent Hiring, Retention, Training, Supervision, and Entrustment**

40. Plaintiff incorporates the foregoing paragraphs of this Complaint as if set forth fully at length herein.

41. The carelessness and/or negligence of Defendant Amazon Logistics, Inc., which was the proximate cause of the aforesaid motor vehicle collision and the resultant injuries and damages sustained by Plaintiff, included the following actions/inactions:

- a. Hiring, retaining, and permitting the driver to operate the Subject Truck without first properly and adequately qualifying him/her consistent with industry custom and applicable regulations;
- b. Hiring, retaining, and permitting the driver to operate the Subject Truck without first conducting a proper and adequate background check to ascertain whether or not he/she was competent and fit to properly and safely operate a commercial truck;
- c. Failing to provide proper, adequate, ongoing and/or remedial training to the driver consistent with industry custom and applicable regulations, including safe and defensive driving training in general and specific to paying proper attention to his/her surroundings and avoiding in-vehicle distractions;
- d. Failing to take proper and adequate measures to prevent the driver from endangering the motoring public, specifically including Plaintiff, by: failing to pay proper attention to his/her surroundings while driving; driving while distracted and/or fatigued; and/or rushing and/or hurrying;
- e. Retaining and permitting the driver to operate the Subject Truck when Defendant Amazon Logistics, Inc. knew or, in the exercise of due care and diligence, should have known by and through his prior unsafe and/or substandard driving conduct during his/her tenure as agent/employee of Defendant Amazon Logistics, Inc. that the driver was incompetent and/or unfit to drive a commercial truck, capable of committing and likely to commit actions and inactions like those set forth above that would harm the motoring public;
- f. Failing to properly and adequately train, monitor and/or supervise the driver to ensure he/she would adhere to proper safe and defensive driving practices custom to the industry and/or required by the Pennsylvania Motor Vehicle Code, and/or applicable regulations;
- g. Failing to properly and adequately train, monitor, and/or supervise the driver to ensure he/she could manage collision-free encounters with the motoring public, specifically including Plaintiff;
- h. Unreasonably setting and assigning the driver a route that was too tight/aggressive for him/her to perform without hurrying and/or rushing to complete said route;
- i. Allowing and/or directing the driver to operate the Subject Truck while he/she was

fatigued; and

- j. Failing to warn the motoring public, including Plaintiff, that the driver knew or in the existence of due care and diligence should have known, that plaintiff would be exposed to Defendant Valentin-Figueroa's negligent, and/or careless operation of the commercial truck.

42. As a direct and proximate result of the negligent, and/or careless conduct of Defendant Amazon Logistics, Inc., described above, Plaintiff suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions and others ills and injuries including left shoulder, neck, right wrist, back, all to Plaintiff's great loss and detriment.

43. As a direct and proximate result of these injuries, all of which are permanent in nature and all of which are to Plaintiff's great financial detriment and loss, Plaintiff has in the past suffered and is presently suffering great anguish, sickness and agony, and will continue to so suffer for an indefinite time into the future.

44. As an additional result of the carelessness, and/or negligence of Defendant Amazon Logistics, Inc., along with the physical injuries suffered, Plaintiff suffered and is presently suffering emotional injuries, and will continue to so suffer for an indefinite time into the future.

45. As a direct result of the carelessness and/or negligence of Defendant Amazon Logistics, Inc., Plaintiff suffered damage to his personal property, including the motor vehicle he/she was operating at the time of the subject left-turn crash, and related expenses including but not limited to storage fees and towing, all to Plaintiff's great loss and detriment.

46. As a further result of Plaintiff's injuries, he/she has in the past suffered, is presently

suffering, and may in the future suffer a great loss of earnings and/or earning capacity, all to Plaintiff's further loss and detriment.

47. Furthermore, the above-described conduct was outrageous, malicious, and exhibited a willful and wanton disregard for the safety of the motoring public, including Plaintiff, and as a result, Plaintiff is entitled to and seeks herein punitive damages from Defendant Amazon Logistics, Inc..

48. Finally, in addition to all the injuries and losses suffered by Plaintiff, Plaintiff has incurred or will incur medical, rehabilitative and other related expenses in an amount equal to or in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S. Section 1701 *et. seq.*, as amended, for which he makes a claim for payment in the present action.

49. WHEREFORE, Plaintiff prays for judgment in his/her favor and against Defendant in an amount in excess of Seventy-Five (\$75,000.00) Dollars, plus punitive damages, plus all costs and other relief this court deems just.

COUNT VI

**Donte Blocker v. Amazon Logistics, Inc.
Respondent Superior**

50. Plaintiff incorporates the foregoing paragraphs of this Complaint as if fully set forth at length herein.

51. The negligence, carelessness, and/or malicious conduct on the part of the driver occurred while he driver was acting at all relevant times within the course and scope of his/her agency and/or employment with Amazon Logistics, Inc., and was the direct and proximate cause of the above-described motor vehicle collision and proximately resulting injuries and damages sustained by Plaintiff.

52. As such, Defendant Amazon Logistics, Inc. is vicariously liable under the doctrine of respondeat superior result for the negligence and/or careless conduct of the driver in causing the above-described motor vehicle collision and proximately resulting injuries and damages sustained by Plaintiff.

WHEREFORE, Plaintiff prays for judgment in his/her favor and against Defendant in an amount in excess of Seventy-Five (\$75,000.00) Dollars, plus punitive damages, plus all costs and other relief this court deems just.

SIMON & SIMON, P.C.

BY: /s
Marc I. Simon, Esquire
Simon & Simon, P.C.
18 Campus Blvd., Suite 100
Newtown Square, PA 19073
215-467-4666
Attorney for Plaintiff

VERIFICATION

I, Marc Simon, hereby state that I am attorney for the Plaintiff in the within action and that the facts set forth in this Civil Action Complaint above are true and correct to the best of my knowledge, information and belief.

I understand that the statements in this Verification are made subject to the penalties of 18 U.S.C.A. § 1001 relating to unsworn falsification to authorities.



Marc I. Simon

VERIFICATION

I am the Plaintiff this action, and I hereby state that the facts set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief. I understand that this Verification is subject to 18 Pa.C.S. § 4904 providing for criminal penalties for unsworn falsification to authorities.

DocuSigned by:

A handwritten signature in black ink, appearing to be "J. H. ...", is written over a horizontal line. The signature is enclosed in a rounded rectangular box.

4433BC9010F24D9...

**WILSON ELSER MOSKOWITZ
EDELMAN & DICKER, LLP**

By: Salvatore A. Clemente, Esquire

Attorney ID: 80830

Two Commerce Square

2001 Market Street, Suite 3100

Philadelphia, PA 19103

Tel. 215-627-6900

Fax. 215-627-2665

Email: Salvatore.Clemente@wilsonelser.com

*Filed and Attested by the
Office of Judicial Records
07 FEB 2023 11:20 am
S. GILLIAM*
Attorney for Defendants,
Amazon.com, Inc., d/b/a Amazon
Flex, Amazon.com Services, LLC,
f/k/a Amazon Fulfillment Services,
Inc. and Amazon Logistics, Inc.

DONTE BLOCKER,

Plaintiff,

vs.

AMAZON.COM, INC., d/b/a AMAZON
FLEX, AMAZON.COM SERVICES,
LLC, f/k/a AMAZON FULFILLMENT
SERVICES, INC. and AMAZON
LOGISTICS, INC.,

Defendants.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION NO. 230100502

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance as counsel on behalf of Defendants, Amazon.com, Inc., d/b/a Amazon Flex, Amazon.com Services, LLC, f/k/a Amazon Fulfillment Services, Inc. and Amazon Logistics, Inc., in the above-captioned matter.

Respectfully submitted,

**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**



Salvatore A. Clemente, Esquire
Attorney for Defendants,
Amazon.com, Inc., d/b/a Amazon
Flex, Amazon.com Services, LLC,
f/k/a Amazon Fulfillment Services,
Inc. and Amazon Logistics, Inc.
Amazon Logistics, Inc.

Date: February 7, 2023

CERTIFICATE OF SERVICE

I, Salvatore A. Clemente, Esquire, attorney for Defendants, Amazon.com, Inc., d/b/a Amazon Flex, Amazon.com Services, LLC, f/k/a Amazon Fulfillment Services, Inc. and Amazon Logistics, Inc., hereby certify that a true and correct copy of the foregoing Entry of Appearance, was electronically filed via the Court's electronic filing system and therefore viewable and deemed served on all counsel of record pursuant 231 Pa. Code 205.4 (g)(2)(ii).



Salvatore A. Clemente, Esquire

Date: February 7, 2023

**WILSON ELSER MOSKOWITZ
EDELMAN & DICKER, LLP**

By: Salvatore A. Clemente, Esquire

Jared M. Smith, Esquire

Attorney ID: 80830/321370

Two Commerce Square

2001 Market Street, Suite 3100

Philadelphia, PA 19103

Tel. 215-627-6900

Fax. 215-627-2665

Email: Salvatore.Clemente@wilsonelser.com

Jared.Smith@wilsonelser.com

**Filed and Attested by the
Office of Judicial Records**
07 FEB 2023 01:07 pm

Attorney for Defendant
*Amazon.com, Inc., d/b/a Amazon
Flex, Amazon.com Services, LLC,
f/k/a Amazon Fulfillment Services,
Inc. and Amazon Logistics, Inc.*

DONTE BLOCKER,

Plaintiff,

vs.

AMAZON.COM, INC., d/b/a AMAZON
FLEX, AMAZON.COM SERVICES,
LLC, f/k/a AMAZON FULFILLMENT
SERVICES, INC. and AMAZON
LOGISTICS, INC.,

Defendants.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION NO. 230100502

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance as co- counsel on behalf of Defendants, Amazon.com, Inc.,
d/b/a Amazon Flex, Amazon.com Services, LLC, f/k/a Amazon Fulfillment Services, Inc. and
Amazon Logistics, Inc., in the above-captioned matter.

Respectfully submitted,

**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**

s/ Jared M. Smith

Jared M. Smith, Esquire

Attorney for Defendants,

Amazon.com, Inc., d/b/a Amazon

Flex, Amazon.com Services, LLC,

f/k/a Amazon Fulfillment Services,

Inc. and Amazon Logistics, Inc.

Amazon Logistics, Inc.

Date: February 7, 2023

CERTIFICATE OF SERVICE

I, Jared M. Smith, Esquire, attorney for Defendants, Amazon.com, Inc., d/b/a Amazon Flex, Amazon.com Services, LLC, f/k/a Amazon Fulfillment Services, Inc. and Amazon Logistics, Inc., hereby certify that a true and correct copy of the foregoing Entry of Appearance, was electronically filed via the Court's electronic filing system and therefore viewable and deemed served on all counsel of record pursuant 231 Pa. Code 205.4 (g)(2)(ii).

s/ Jared M. Smith
Jared M. Smith, Esquire

Date: February 7, 2023

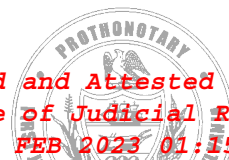
**WILSON ELSER MOSKOWITZ
EDELMAN & DICKER, LLP**

By: Salvatore A. Clemente, Esquire
Jared M. Smith, Esquire
Lauren B. Orner, Esquire

Attorney ID: 80830/321370/313078

Two Commerce Square
2001 Market Street, Suite 3100
Philadelphia, PA 19103
Tel. 215-627-6900
Fax. 215-627-2665

Email: Salvatore.Clemente@wilsonelser.com
Jared.Smith@wilsonelser.com
Lauren.Orner@wilsonelser.com


**Filed and Attested by the
Office of Judicial Records
07 FEB 2023 01:15 pm**

Attorney for Defendant **S. GILLIAM**
*Amazon.com, Inc., d/b/a Amazon
Flex, Amazon.com Services, LLC,
f/k/a Amazon Fulfillment Services,
Inc. and Amazon Logistics, Inc.*

DONTE BLOCKER,

Plaintiff,

vs.

AMAZON.COM, INC., d/b/a AMAZON
FLEX, AMAZON.COM SERVICES, LLC,
f/k/a AMAZON FULFILLMENT SERVICES,
INC. and AMAZON LOGISTICS, INC.,

Defendants.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION NO. 230100502

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance as co-counsel on behalf of Defendants, Amazon.com, Inc., d/b/a Amazon Flex, Amazon.com Services, LLC, f/k/a Amazon Fulfillment Services, Inc. and Amazon Logistics, Inc., in the above-captioned matter.

Respectfully submitted,

**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**

s/ Lauren B. Orner

Lauren B. Orner, Esquire
Attorney for Defendants,
*Amazon.com, Inc., d/b/a Amazon
Flex, Amazon.com Services, LLC,
f/k/a Amazon Fulfillment Services,
Inc. and Amazon Logistics, Inc.
Amazon Logistics, Inc.*

Date: February 7, 2023

CERTIFICATE OF SERVICE

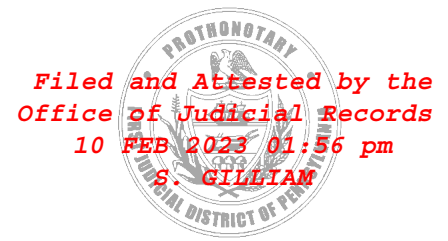
I, Lauren B. Orner, Esquire, attorney for Defendants, Amazon.com, Inc., d/b/a Amazon Flex, Amazon.com Services, LLC, f/k/a Amazon Fulfillment Services, Inc. and Amazon Logistics, Inc., hereby certify that a true and correct copy of the foregoing Entry of Appearance, was electronically filed via the Court's electronic filing system and therefore viewable and deemed served on all counsel of record pursuant 231 Pa. Code 205.4 (g)(2)(ii).

s/ Lauren B. Orner
Lauren B. Orner, Esquire

Date: February 7, 2023

SIMON & SIMON, P.C.

Marc I. Simon, Esquire
 Attorney for Plaintiff(s)
 Attorney I.D. No. 201798
 18 Campus Blvd. Suite 100
 Newtown Square, PA 19073
 (215) 467-4666



Donte Blocker
 173 W 65th Ave
 Philadelphia, PA 19120

Plaintiff

v.

Amazon.com Inc., d/b/a Amazon Flex
 410 Terry Ave North,
 Seattle, WA 98144

And

Amazon.com Services LLC
 FKA Amazon Fulfillment Services, Inc.
 410 Terry Ave North,
 Seattle, WA 98144

And

Amazon Logistics, Inc.
 410 Terry Ave North,
 Seattle, WA 98144

Defendants

IN THE COURT OF COMMON PLEAS
 PHILADELPHIA COUNTY

January Term 2023

No.: 230100502

AFFIDAVIT OF SERVICE

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

SS.:

I, Dina MacDonald, being duly sworn, depose and say on this 10th day of February 2023, by this Affidavit that:

1. I am more than eighteen (18) years of age;
2. On January 20, 2023, I caused a Complaint with Discovery Requests to be served upon Amazon.com Inc. d/b/a Amazon Flex by Certified Mail, Return Receipt Requested. A true and correct copy of the Return Receipt is attached and incorporated into this Affidavit as Exhibit "A."

State of Florida
 County of Marion

Dina MacDonald

Dina MacDonald

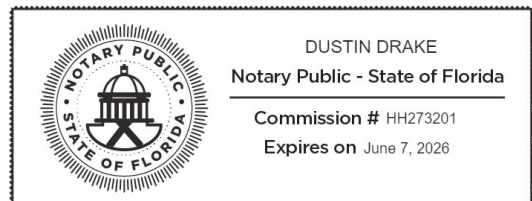
Sworn to and subscribed before me
 this 10th day of February 2023, by Dina Renee MacDonald.

Dustin Drake

Notary Public Dustin Drake

___ Personally Known OR ☒ Produced Identification

Type of Identification Produced DRIVER LICENSE



Notarized online using audio-video communication

Case ID: 230100502

EXHIBIT “A”

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Alpha Zen - Com Inc d/b/a Amazon LLC 160 Perry Ave Nor Seattle WA 98101</p> <p>9590 9402 7879 2234 0683 74</p> <p>Article Number (Transfer from service label) 7022 0410 0003 1770 7702</p>		<p>A. Signature <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>STERLING</i> C. Date of Delivery <i>JAN 20 2023</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Service Type</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail (Limit \$500) <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail (Limit \$500) <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2020 PSN 7530-02-000-9053

CERTIFICATE OF SERVICE

I, Marc I. Simon, Esquire, Attorney for Plaintiff(s), certify that the foregoing Affidavit of Service was served via first-class mail and/or electronic filing this February 10, 2023, upon the following:

ALL COUNSEL FOR DEFENDANT(S) VIA E-FILING



MARC I. SIMON, ESQUIRE
Attorney for Plaintiff(s)

SIMON & SIMON, P.C.

Marc I. Simon, Esquire
 Attorney for Plaintiff(s)
 Attorney I.D. No. 201798
 18 Campus Blvd. Suite 100
 Newtown Square, PA 19073
 (215) 467-4666



Donte Blocker
 173 W 65th Ave
 Philadelphia, PA 19120

Plaintiff

v.

Amazon.com Inc., d/b/a Amazon Flex
 410 Terry Ave North,
 Seattle, WA 98144

And

Amazon.com Services LLC
 FKA Amazon Fulfillment Services, Inc.
 410 Terry Ave North,
 Seattle, WA 98144

And

Amazon Logistics, Inc.
 410 Terry Ave North,
 Seattle, WA 98144

Defendants

IN THE COURT OF COMMON PLEAS
 PHILADELPHIA COUNTY

January Term 2023

No.: 230100502

AFFIDAVIT OF SERVICE

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

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1. I am more than eighteen (18) years of age;
2. On January 20, 2023, I caused a Complaint with Discovery Requests to be served upon Amazon.com Services LLC by Certified Mail, Return Receipt Requested. A true and correct copy of the Return Receipt is attached and incorporated into this Affidavit as Exhibit "A."

State of Florida
 County of Marion

Dina MacDonald

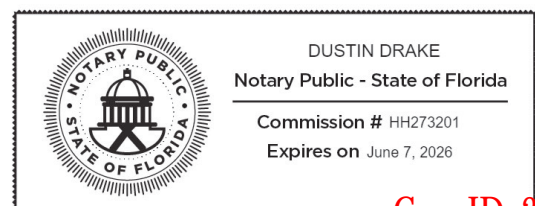
Dina MacDonald

Sworn to and subscribed before me
 this 10th day of February 2023, by Dina Renee MacDonald.

Dustin Drake

Notary Public Dustin Drake

Type of Identification Produced DRIVER LICENSE

___ Personally Known OR ☒ Produced Identification

Case ID: 230100502

Notarized online using audio-video communication

EXHIBIT “A”

COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to: Amazon.com Services LLC EKA Amazon Fulfillment Services Inc. 116 Terry Ave North Seattle WA 98144</p> <p>2. Article Number (Transfer from service label) 7022 0410 0003 1770 7740</p>		<p>A. Signature X</p> <p>B. Received by (Printed Name) J. A. 2/23</p> <p>C. Date of Delivery <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input checked="" type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p>		<p>D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

CERTIFICATE OF SERVICE

I, Marc I. Simon, Esquire, Attorney for Plaintiff(s), certify that the foregoing Affidavit of Service was served via first-class mail and/or electronic filing this February 10, 2023, upon the following:

ALL COUNSEL FOR DEFENDANT(S) VIA E-FILING



MARC I. SIMON, ESQUIRE
Attorney for Plaintiff(s)

SIMON & SIMON, P.C.

Marc I. Simon, Esquire
 Attorney for Plaintiff(s)
 Attorney I.D. No. 201798
 18 Campus Blvd. Suite 100
 Newtown Square, PA 19073
 (215) 467-4666



Donte Blocker
 173 W 65th Ave
 Philadelphia, PA 19120

Plaintiff

v.

Amazon.com Inc., d/b/a Amazon Flex
 410 Terry Ave North,
 Seattle, WA 98144

And

Amazon.com Services LLC
 FKA Amazon Fulfillment Services, Inc.
 410 Terry Ave North,
 Seattle, WA 98144

And

Amazon Logistics, Inc.
 410 Terry Ave North,
 Seattle, WA 98144

Defendants

IN THE COURT OF COMMON PLEAS
 PHILADELPHIA COUNTY

January Term 2023

No.: 230100502

AFFIDAVIT OF SERVICE

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

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1. I am more than eighteen (18) years of age;
2. On January 20, 2023, I caused a Complaint with Discovery Requests to be served upon Amazon Logistics, Inc. by Certified Mail, Return Receipt Requested. A true and correct copy of the Return Receipt is attached and incorporated into this Affidavit as Exhibit "A."

State of Florida
 County of Marion

Dina MacDonald

Dina MacDonald

Sworn to and subscribed before me
 this 10th day of February 2023, by Dina Renee MacDonald.

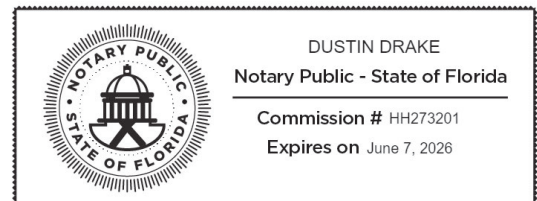
Dustin Drake

Dustin Drake

Notary Public

___ Personally Known OR ___ ☒ Produced Identification

Type of Identification Produced DRIVER LICENSE



Notarized online using audio-video communication

Case ID: 230100502

EXHIBIT “A”

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: <i>Amazon Logistics Dept.</i> <i>410 Terry Ave N.</i> <i>Seattle WA 98141</i></p> <p>9590 9402 7879 2234 0683 50</p> <p>2. Article Number (Transfer from service label) 7022 0410 0003 1770 7757</p>		<p>A. Signature <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Stevie Lee</i> C. Date of Delivery</p> <p>D. Is Delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p><i>JAN 20 2023</i></p> <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Restricted Delivery</p>	

Domestic Return Barcode

CERTIFICATE OF SERVICE

I, Marc I. Simon, Esquire, Attorney for Plaintiff(s), certify that the foregoing Affidavit of Service was served via first-class mail and/or electronic filing this February 10, 2023, upon the following:

ALL COUNSEL FOR DEFENDANT(S) VIA E-FILING



MARC I. SIMON, ESQUIRE
Attorney for Plaintiff(s)